

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ABRAHAM LEAVITT,

Plaintiff,

v.

AMERICAN EXPRESS NATIONAL
BANK; EQUIFAX INFORMATION
SERVICES LLC; TRANS UNION LLC;
EXPERIAN INFORMATION SERVICES,
INC.,

Defendants.

CASE NO. 23-cv-697

ORDER ON JOINT STIPULATION TO
ARBITRATE CLAIMS AND STAY
LAWSUIT AS TO AMERICAN EXPRESS

This matter comes before the Court on Plaintiff Abraham Leavitt and Defendant American Express National Bank’s (“American Express”) Joint Stipulation to Arbitrate Claims And Stay Lawsuit as to American Express. Dkt. No. 28. Plaintiff and American Express have agreed to arbitrate Plaintiff’s claims against American Express, and they request “that the lawsuit be stayed as to American Express under 9 U.S.C. § 3 pending the outcome of the arbitration.” Dkt. No. 28 at 1. The other Defendants in the case—Defendants Equifax Information Services LLC, Trans Union LLC, and Experian Information Services, Inc. (the “Credit Reporting Agency Defendants”)—have filed nothing in response to Plaintiff and American Express’s stipulation.

In general, “the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for

1 counsel, and for litigants.” *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). The Federal Arbitration
2 Act provides “[i]f any suit or proceeding be brought in any of the courts of the United States upon
3 any issue referable to arbitration . . . [the court] shall on application of one of the parties stay the
4 trial of the action until such arbitration has been had.” 9 U.S.C. § 3. The FAA’s stay-of-litigation
5 provision is mandatory and covers all matters within the scope of the arbitration agreement.
6 *Congdon v. Uber Techs., Inc.*, 226 F. Supp. 3d 983, 990 (N.D. Cal. 2016). “It is, however, within
7 a district court’s discretion whether to stay, for considerations of economy and efficiency, an entire
8 action, including issues not arbitrable, pending arbitration.” *Id.* (internal quotation marks omitted).
9 “The same holds true with respect to claims involving non-signatories to an arbitration agreement.”
10 *Id.* (citing *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 20 n.23 (1983)
11 (stating “it may be advisable to stay litigation among the non-arbitrating parties pending the
12 outcome of the arbitration. That decision is one left to the district court . . . as a matter of its
13 discretion to control its docket.”)).

14 The stipulation between Plaintiff and American Express constitutes the parties’
15 agreement to arbitrate all Plaintiff’s claims against American Express. The stipulation is
16 therefore subject to 9 U.S.C. § 3 and its mandatory stay-of-litigation provision for matters within
17 the scope of Plaintiff and American Express’s agreement. But the stipulation was entered
18 between Plaintiff and American Express only. *See* Dkt. No. 28. And the parties have given the
19 Court no additional information to determine whether proceeding with piecemeal litigation
20 against the Credit Reporting Agency Defendants, who are not parties to an arbitration agreement
21 with Plaintiff, as far as the Court can tell, is a good use of judicial resources. This is especially
22 relevant when considering the interrelated nature of Plaintiff’s claims against the defendants, and
23 the likelihood that an arbitrator’s decision in the dispute between Plaintiff and American Express
24 will have a material impact on Plaintiff’s claims against the Credit Reporting Agency

1 Defendants. *See* Dkt. No. 1. As such, the Court is inclined to stay this entire action pending the
2 resolution of Plaintiff and American Express's arbitration.

3 For these reasons, IT IS ORDERED:

- 4 1. Plaintiff and American Express's Stipulation to Arbitrate Claims and Stay Lawsuit as
5 to American Express is renoted for consideration on September 19, 2023;
- 6 2. Plaintiff and the Credit Reporting Agency Defendants must meet and confer about the
7 effect of a litigation stay as to American Express and whether all proceedings should
8 be stayed during the pendency of any arbitration between Plaintiff and American
9 Express. Plaintiff and the Credit Reporting Agency Defendants must inform the Court
10 of their relative positions about staying all proceedings by no later than
11 September 19, 2023.
- 12 3. The deadlines in the Court's initial scheduling order are stricken. Dkt. No. 29.

13 Dated this 1st day of September, 2023.

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16 Jamal N. Whitehead
17 United States District Judge
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